

communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any such confidential information unless required by law. Except when defined as part of the Services, Contractor shall not make any press releases, public statement, or advertisement referring to the Work Product or the engagement of Contractor as an independent contractor of County in connection with the Work Product, or release any information relative to the Work Product for publications, advertisement or any other purpose without the prior written approval of County.

The Contractor shall obtain assurances similar to those contained in this subsection from persons, contractors and subcontractors retained by the Contractor. Contractor acknowledges and agrees that a breach by Contractors of the provisions of this section will cause County irreparable injury and damage. Contractor, therefore, expressly agrees that County shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Contract.

24. WARRANTY

CONTRACTOR warrants to COUNTY that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. RIGHTS IN DATA

The COUNTY shall become the owner, and the CONTRACTOR shall be required to grant to the COUNTY, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the COUNTY's name, to use any deliverable provided by the CONTRACTOR under this Contract, regardless of whether they are proprietary to the CONTRACTOR or to any third parties.

26. NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

Neither CONTRACTOR nor its personnel are COUNTY's employees, and COUNTY shall not take any action or provide CONTRACTOR's personnel with any benefits and shall have no liability for the following:

- a. Withholding FICA (Social Security) from CONTRACTOR's payments;

- b. Making state or federal unemployment insurance contributions on behalf of CONTRACTOR or its personnel;
- c. Withholding state and federal income tax from payment to CONTRACTOR;
- d. Making disability insurance contributions on behalf of CONTRACTOR;
- e. Obtaining workers' compensation insurance on behalf of CONTRACTOR or CONTRACTOR's personnel.

27. INCORPORATION OF OTHER DOCUMENTS

- a. CONTRACTOR shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of CONTRACTOR thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

28. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The CONTRACTOR shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by the COUNTY are utilized when possible as sources of supplies and equipment, construction and services.

29. LIVING WAGE ORDINANCE

In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

30. RIGHT TO REQUEST REMOVAL OF CONTRACTOR'S EMPLOYEES

The COUNTY may interview the personnel CONTRACTOR assigns to COUNTY's work. COUNTY shall have the right, at any time, to request removal of any employee(s) of CONTRACTOR, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONTRACTOR shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

31. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

32. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CONTRACTOR, CONTRACTOR understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONTRACTOR due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

33. ORGANIZATION STATUS AND AUTHORITY

- a. CONTRACTOR represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
- b. The execution, delivery and performance of this Contract by the CONTRACTOR has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONTRACTOR, any provision of any indenture, agreement or other instrument to which CONTRACTOR is a party, or by which CONTRACTOR's respective properties or assets are bound, or be in conflict with, result in a breach of, or

constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien , charge or encumbrance of any nature whatsoever upon any of the properties or assets.

34. INSURANCE REQUIREMENTS

- a. The CONTRACTOR shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the CONTRACTOR's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CONTRACTOR or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. Shelby County Government, its elected officials, appointees and employees will be named as additional insured. The CONTRACTOR will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements:
 - i) Professional Liability Insurance - \$1,000,000.00 per claim/\$3,000,000.00 annual aggregate, indicating if coverage is on occurrence basis or claims-made.
 - ii) Commercial General Liability Insurance - \$1,000,000.00 limit per occurrence bodily injury and property damage/\$1,000,000.00 personal and advertising injury/\$2,000,000.00 General Aggregate/\$2,000,000.00 Products-completed Operations Aggregate, indicating the coverage is provided on a claims-made or on an occurrence basis. The insurance shall include coverage for the following:
 - a. Premises/Operation;
 - b. XCU coverage, where applicable;
 - c. Products/Completed Operations;
 - d. Contractual Liability;
 - e. Independent Contractors;
 - f. Broad Form Property Coverage;
 - g. Personal Injury.

iii) Workers Compensation and Employers' Liability Insurance - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000.00 per accident.

- c. CONTRACTOR shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government
Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103

- d. All policies shall provide for thirty (30) days written notice to Shelby County Government of cancellation or material change in coverage provided. Upon termination or cancellation of insurance currently in effect under this Contract, the CONTRACTOR shall purchase an extended reporting endorsement and furnish evidence of same to the County.

35. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County
Juvenile Court
616 Adams Avenue
Memphis, Tennessee 38105
Attn.: Joy Touliatos

and

Shelby County Government
Contract Administration
160 N. Main Street, Suite 550
Memphis, Tennessee 38103

VENDOR: *Systems Design*
Mr. Donald R. Jarnagin

658 Carpenter Street
Memphis, TN. 38112

35. HIPAA

CONTRACTOR warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONTRACTOR warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.

36. CONFIDENTIAL INFORMATION

- a. CONSULTANT acknowledges that, in dealing with individuals in the provision of the Services for the COUNTY, any information gathered for the provision of the Services is confidential information. CONSULTANT agrees to hold all confidential information in strict confidence, and except as expressly set forth herein, will not disclose such confidential information to any third party(s), including but not limited to any corporation, company, group, partnership, agency or individual. CONSULTANT shall:
 - i) use the confidential information only in connection with the provision of the Services;
 - ii) disclose the confidential information only to its officers, directors, and employees who need to know the confidential information to accomplish the preparation of the audits and/or auditing process; and
 - iii) safeguard the confidential information with the same or greater degree of care to avoid unauthorized disclosure as the CONSULTANT uses to protect its own confidential information.

- b. In the event that the CONSULTANT or anyone to whom it transmits confidential information becomes legally compelled to disclose any of the confidential information, the CONSULTANT will provide the COUNTY with prompt written notice before such confidential information is disclosed so that the COUNTY can seek a protective order or other appropriate remedy. Unauthorized disclosure of confidential information by The CONSULTANT shall result in immediate termination of the Contract.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

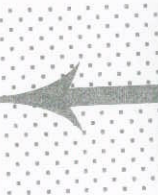
APPROVED AS TO FORM
AND LEGALITY:



Contract Administrator/
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

A C Wharton, Jr., Mayor



Systems Design

BY: _____

TITLE: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainer, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

SYSTEMS DESIGN

2. DATE OF GRATUITY

NONE

3. NATURE AND PURPOSE OF THE GRATUITY

NONE

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

NONE

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

NONE

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

NONE

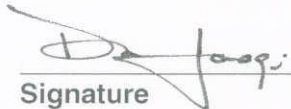
7. DESCRIPTION OF THE GRATUITY

NONE

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

NONE

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.


Signature

4-29-08
Date

DON JARNAGIN
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.



Shelby County Government

A C Wharton, Jr.
Mayor

April 4, 2008

Mr. Donald R. Jarnagin
Systems Design
658 Carpenter Street
Memphis, TN 38112

RE: RFP #08-002-52, Computer Consultant Services

Dear Mr. Jarnagin:

We are pleased to inform you that your firm has been selected to provide the **computer consultant services**, that were issued on the above-described RFP.

A contract for these services will be forwarded to your office for your review and approval. Until then, no work should begin on this project until you receive an official "Notice to Proceed," along with a fully negotiated and executed copy of the contract.

Thank you for your proposal and congratulations on your selection. Shelby County Government looks forward to the successful and timely delivery of this very important service and your company's efforts in reaching this goal.

Sincerely,

A handwritten signature in dark ink, appearing to read "Clifton Davis", is positioned above the printed name.

Clifton Davis
Administrator of Purchasing
Shelby County Government

CD/shw

cc: Joy Touliatos, Juvenile Court Clerk's Office
Pam Skelton, Contracts Administrator
Tamara Knox, Contracts Administration
Bernita Poole, Contracts Administration



Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

(901) 545-4365
Fax (901) 545-4531

Shelby County Tennessee

A C Wharton, Jr., Mayor

Memorandum

To: Honorable A C Wharton, Jr,
Shelby County Mayor

From: Clifton Davis, Administrator
Purchasing Department

Date: April 2, 2008

Re: RFP-08-002-52, Shelby County Juvenile Court Clerks Office,
Computer Consultant Services

Three (3) companies submitted responses to "RFP-08-002-52, "Shelby County Juvenile Court Clerks Office, Computer Consultant Services".

<u>Bidders</u>	<u>EOC Provision Code</u>	<u>LOSB Vendor</u>	<u>Dollar Amount</u>
System Design	D	NO	\$ 132,000.00
Consulting Concepts	B	NO	\$ 156,000.00
Material Software Systems	A	NO	N/A

After review by the department and with the concurrence of Purchasing, it was determined that System Design submitted the most responsive proposal for providing the requested services to Shelby County Government.

The bid submitted by Material Software System was considered non-responsive. The amount of the bid could not be determined.

Total cost for the project is \$ 132,000.00.

Please indicate your response to this selection in the space provided below:

APPROVED: ✓

APPROVED WITH CHANGES: _____

DISAPPROVED: _____

[Signature]
A C WHARTON, JR., MAYOR

DATE: April 3, 2008



On Your Side*

BLANKET PROTECTOR
COMMON DECLARATIONS

One Nationwide Plaza
Columbus, OH 43215-2220

ISSUED BY NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

POLICY NUMBER 63PR259926-3001

NAMED INSURED DONALD R JARNAGIN
DBA SYSTEMS DESIGN
MAILING ADDRESS 658 CARPENTER ST
MEMPHIS TN 38112

POLICY PERIOD FROM 11/07/07 TO 11/07/08 AT
12.01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS.

FORM OF BUSINESS SOLE PROPRIETORSHIP

DESCRIPTION OF BUSINESS COMPUTER CONSULTING/PROGRAMMING-OFC
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THE
POLICY, WE AGREE TO PROVIDE YOU WITH THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE COVERAGES INDICATED AS INCLUDED. THE PREMIUM
MAY BE SUBJECT TO ADJUSTMENT.

	INCLUDED	NOT INCLUDED
COMMERCIAL PROPERTY COVERAGE		X
COMMERCIAL GENERAL LIABILITY COVERAGE	X	
COMMERCIAL CRIME COVERAGE		X
MECHANICAL, ELECTRICAL AND PRESSURE EQUIPMENT COVERAGE		X
COMMERCIAL INLAND MARINE COVERAGE		X
COMMERCIAL AUTO COVERAGE		X
GARAGE COVERAGE		X

TOTAL ADVANCE PREMIUM \$ 300.00
PREMIUM PAYABLE AT INCEPTION \$ 300.00

IN THE EVENT OF CANCELLATION BY YOU, WE SHALL RECEIVE AND RETAIN NOT
LESS THAN \$100 AS THE MINIMUM PREMIUM.

FORMS IN COMMON TO ALL COVERAGES

IL 00 17-1198 CAS 3228 IL 00 03-0498
IL 02 50-0300 IL 09 85-0106

ISSUED AT P.O. BOX 182194
COLUMBUS, OH 43218

COUNTERSIGNED AT COLUMBUS, OH

BY HAROLD L. FESMIRE

0014146 23

09/21/07
155/216

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CAS. 3200-A (01-87)

R

00038



On Your Side®

BLANKET PROTECTOR
COMMERCIAL GENERAL LIABILITY
COVERAGE PART DECLARATIONS

One Nationwide Plaza
Columbus, OH 43215-2220

ISSUED BY NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

POLICY NUMBER 63PR259926-3001

POLICY PERIOD FROM 11/07/07 TO 11/07/08 AT
12.01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT	\$ 2,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000
ANY ONE PERSON OR ORGANIZATION	
MEDICAL EXPENSE LIMIT	\$ 5,000
ANY ONE PERSON	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 100,000
ANY ONE PREMISES	

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY

LOC	BLDG	ADDRESS
001	01	658 CARPENTER ST MEMPHIS TN 38112 079

CLASSIFICATION	CODE NO.	PREMIUM BASIS	PRODS/COMP OPS AD/ PREM	ALL OTHER ADV PREM
COMPUTER CONSULTING OR PROGRAMMING	41675	13,300 PAYROLL		INCLUDED
PROD-COMP OPS SUBJ GEN AGG LMT				

COMMERCIAL GENERAL LIABILITY ADVANCE PREMIUM \$ 300

FORMS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART

IL 00 21-0498	CG 21 67-1204	CG 21 70-1102
CAS 2527 B-0794	CG 00 01-1204	CG 00 67-0305
CAS 3392-0887	CAS 3880-0897	CAS 6184-0702
CG 21 47-0798	CG 21 60-0498	CG 21 87-0107
CG 22 88-0798	CG 24 26-0704	CG 21 49-0999
CG 20 33-0704	CAS 4487-0693	CG 20 26-0704

09/21/07
155/216

00038

CAS. 3203-A (03-05)

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Juvenile Court of Memphis and Shelby County

P.O. Box 310 MEMPHIS, TENNESSEE 38101

STEVE STAMSON
CLERK OF COURT

To: Nelson Fowler, Purchasing Department

From: Joy Touliatos, Juvenile Court Clerk's Office *JK*

Date: March 28, 2008

Subject: RFP #08-002-52, Computer Consultant Services

The three (3) proposals submitted by Consulting Concepts and Management, Materials Software System Inc., and Systems Design for the above referenced services were reviewed by the Juvenile Court Clerk's Office. Selection was made on the basis of cost and prior experience. Systems Design was selected due to their experience and excellent performance history in the past twelve (12) years as the Juvenile Court Clerk's Office computer consultant. Systems Design has been under contract through June 30, 2008 and this contract did not have a renewal clause.

Pricing for the three proposals is:

1. Consulting Concepts and Management - \$156,000.00 + additional staff and service rentals
2. Materials Software Systems – could not determine fixed cost for staffing
3. Systems Design - \$132,000.00 per year

With the Mayor's approval, the Juvenile Court Clerk's Office is proposing to contract with Systems Design for FY 2008 – 2009.

Cc: Steve Stamson, Clerk of Court
Marie Wyatt, Administrator